

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION

THE OHIO CASUALTY  
INSURANCE CO.,

Plaintiffs,

v.

TNT EXCAVATING, INC.,  
WADE G. THOMPSON, and  
LAURA J. THOMPSON,

Defendants.

Case No. 14-6095-CV-W-ODS

ORDER GRANTING MOTION FOR DEFAULT JUDGMENT

Defendants were served with the Complaint in this case on August 25, 2014, but none of them filed an Answer and the time for doing so passed. Fed. R. Civ. Pro. 12(a).

On December 9, 2014, Plaintiff filed a Motion for Default Judgment. Defendants did not respond and the time for doing so passed. Local Rule 7.0(d).

On January 6, 2015 the Court issued an Order to Show Cause (1) determining Defendants were in default and (2) directing Defendants respond on or before January 27 and show cause why a default judgment should not be entered. Defendants were advised that “[i]f any defendant fails to respond, judgment may be entered against that defendant without further notice.” Copies of the Order to Show Cause were sent via first class mail and via Certified Mail, Return Receipt Requested. The Return Receipts indicate Defendants received the Order to Show Cause on or about January 12. No Defendant has responded to the Order to Show Cause, and the time for responding has passed.

Defendants are in default, so the Complaint’s factual allegations are deemed to be admitted and true. Plaintiff issued performance and payment bonds on behalf of Defendant TNT Excavating (“TNT”) to guarantee performance on three different projects for three different governmental entities in Missouri: the Village of Argyle, the City of Jefferson, and Boone County. TNT did not complete the work on these three projects, so Plaintiff was required to perform TNT’s obligations. In so doing, Plaintiff has

expended (according to the Motion for Default Judgment and the materials supporting the motion) \$568,687.46. TNT and the two individual defendants signed an Indemnification Agreement whereby they agreed to indemnify Plaintiff for any sums it had to expend to fulfill its obligations under the bonds. Plaintiff seeks a judgment in the full amount it spent to fulfill TNT's obligations on the three contracts.

As Defendants have been previously found to be in default and they have not responded to any other filings (including the Order to Show Cause) and presented a reason not to enter a default judgment, the Court enters judgment in favor of Plaintiff and against the Defendants jointly and severally in the amount of \$568,687.46.

The Clerk's Office is directed to send copies of this Order via first class mail to:

TNT Excavating, Inc.  
c/o Wade Thompson, President  
17449 Jackson Road  
Boonville, MO 65233

TNT Excavating, Inc.  
c/o Laura Thompson, Registered Agent  
17449 Jackson Road  
Boonville, MO 65233

Wade Thompson  
17449 Jackson Road  
Boonville, MO 65233

Laura Thompson  
17449 Jackson Road  
Boonville, MO 65233

IT IS SO ORDERED.

DATE: February 4, 2015

/s/ Ortrie D. Smith  
ORTRIE D. SMITH, SENIOR JUDGE  
UNITED STATES DISTRICT COURT